

T.C. HARRISON GROUP LIMITED
trading as "T.C. HARRISON JCB"

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("**Terms**") will apply to any contract between us for the sale of a Machine (defined at Condition 2.1) ("**Contract**"). Please read these Terms carefully and make sure that you understand them before placing an order to purchase a Machine from us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to purchase a Machine from us.

Where you receive these Terms by email, you should print a copy or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 15. Every time you wish to place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 1st April 2022.

Your attention is drawn to Condition 9 which sets out your rights as a consumer and Condition 10 which explains the limits on our liability to you.

When we refer to a "consumer", this means an individual who is purchasing a Machine from us for personal use and not for use in the course of any business. If you are purchasing a Machine for use in the course of business, whether as an individual or not, you will not be a consumer.

These Terms, and any Contract between us, are only valid in the English language.

1. Information about us

1.1 We are T.C. Harrison Group Limited trading as "T.C. Harrison JCB" a company registered in England and Wales with company number 1863311 and with our registered office at Milford House, Mill Street, Bakewell, Derbyshire DE45 1HH ("**We**", "**Us**", "**Our**"). Our VAT number is 172 5867 36.

1.2 We operate the website www.tch.co.uk ("**Site**").

1.3 Contacting us:

(a) To cancel a Contract before you collect the Machine in accordance with your right to do so as set out in Condition 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to notify us that you wish to cancel by email at contactus@tch.co.uk or contact our Customer Services team by telephone on 0114 232 9800. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail to us.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our Customer Services team on 0114 232 9800 or by e-mailing us at contactus@tch.co.uk.

(c) If we have to contact you or give you notice in writing and we are not able to do so in person in one of our depots, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. How the Contract is formed between you and us

2.1 When you inspect a Machine in one of our depots or identify a Machine that we have found on our systems which meets your requirements and you make an offer to purchase it from us ("**Machine**") following our having provided you with a quotation for such Machine, you are making an offer to us for the purchase of the Machine, which is subject to these Terms. Please note that any quotations issued remain valid for 24 hours from the date of issue, save that any quotation will immediately cease to be valid if a third party changes their prices or requires that we do the same, including where we are required to do so by the manufacturer.

2.2 Your offer must be made on our order form and signed by you to confirm it is correct. We will confirm that we accept your offer by way of one of our authorised representatives signing your order form ("**Order**"). Please note that any other communication from us, including any verbal communication, is only an acknowledgement and not an acceptance of your offer.

2.3 These Terms will become binding on you when:

- (a) we confirm in writing that we have accepted your offer by way of a signed Order;
 - (b) you make payment of the Price to us; or
 - (c) we commence processing of the Order;
- whichever is the earlier, at which point a "**Contract**" shall come into existence between you and us.

2.4 You are responsible for ensuring that the information in your Order is correct. If you identify an error or discrepancy you must tell us within 2 days or we will not be responsible for any Additional Costs (as defined in Condition 3.2 below) incurred to rectify your Order.

2.5 Any Order placed by you is subject to acceptance by us. We may choose not to accept or to decline your Order for any reason and will not be liable to you or to anyone else in those circumstances.

2.6 If we are unable to provide the Machine, for example because it is no longer in stock, no longer available, or, in relation to a used Machine, because of a fault or defect that we have identified, or because we have identified it will not meet any specific requirement such as those described in Condition 8.1 which you have given us, or any regulatory requirement we will inform you of this and we will not process your Order. If you have already paid the Price for the Machine, we will refund you the full amount including any Additional Costs charged as soon as possible.

2.7 If, once we have accepted your Order, you wish to make a change to your Order you must request this in writing. Any requested changes to the Order will be at our sole discretion and we reserve the right to change the Price or charge you for any Additional Costs resulting from changes we make to the Order at your request. Where your requested changes require us to change the Price or will incur Additional Charges we will inform you of these. You accept that given the nature of the Machine Order changes may not be able to be accommodated and Orders may not be able to be cancelled.

3. Price of Machine and Additional Costs

3.1 The price of the Machine will be as quoted in our depot, or otherwise notified to you in writing in the Order ("**Price**"). We take all reasonable care to ensure that the Price is correct at the time of your Order. However please see Conditions 3.5 and 3.6 for what happens if we discover an error with the Price.

3.2 Where applicable and noted on the Order, the Price includes a deposit ("**Deposit**") but does not include the cost of any Machine moving fee if the Machine is located at a depot other than the one you wish to collect it from, Machine tax, Machine first registration fees, any fuel, requested third party accessing fitment or any other identified costs over and above the Price ("**Additional Costs**"), where these will be applicable to the Machine. Any Additional Costs will be charged in addition to the Price at the applicable rates as notified to you at the time of your collection of the Machine.

3.3 Where applicable, you will need to pay the Deposit when you place your Order for the Machine. We cannot process your Order until we have received the Deposit in full cleared funds. The Deposit can be paid by cash, debit or credit card.

3.4 If you decide not to purchase the Machine or the Contract is cancelled for any reason and where you have paid a Deposit, this Deposit will be retained by us to cover our administration costs and any Additional Charges we may have incurred. Where

you purchase the Machine the Deposit will form part of the Price.

3.5 The Price and any Additional Costs exclude VAT (where applicable and unless otherwise stated) at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your Order and the date of collection, we will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in full before the change in VAT takes effect.

3.6 It is possible that, despite our reasonable efforts, the Price for the Machine given in our depot, on our Site or quoted over the telephone may be incorrect. In the event the Price changes prior to collection or where the Price has changed for any other reason, we will ask you whether you wish to proceed at the correct Price. If you agree to proceed at the correct Price we will refund you or charge you the difference between any amount you have paid and the correct Price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the Contract and refund you any amount you have already paid.

3.7 You are responsible for the payment of all customs, import, export and other duties, tariffs and fees associated with the transfer of the Machine to any location outside the United Kingdom ("**Tariffs**") and we shall have no liability in respect of such Tariffs. Where you fail to pay any Tariff, we shall be entitled to settle such Tariff on your behalf, and you shall indemnify us for the Tariffs, all costs associated with the settlement of the Tariffs by us on your behalf and all costs associated with recovery by us of such Tariffs and costs from you.

4. Payment

4.1 The Price, less the Deposit (where you have paid one in accordance with Condition 3.2) and any Additional Costs, can be paid by either credit or debit card, electronic transfer, or cash (to a maximum of £1,000), or through the means set out in a separate finance agreement that you have signed and which we have agreed to allow you to use in order to pay the Price and any Additional Costs.

4.2 Please note that where you pay the Price, Deposit or any Additional Costs by way of credit card, unless you are a consumer, we reserve the right to charge a 1.8% handling fee in order to cover the costs we will incur processing your payment.

4.3 Where we have agreed in advance, you may pay part or all of the Price by providing us with another Machine as a part-exchange. Please see Condition 5 for what happens if you would like to make a part-exchange.

4.4 Unless otherwise stated in the Order or any finance agreement which you have entered and we have accepted as your means of payment, payment of the Price and any Additional Costs are due in cleared funds when you collect the Machine from our premises or otherwise at the point of delivery to you ("**Due Date**").

4.5 If you do not make payment to us in cleared funds by the Due Date, we may:

- (a) not allow you to collect the Machine and charge you for storage and insurance in accordance with Condition 6.5;
- (b) charge you interest on the Price at the rate of 4% above the base lending rate of the Bank of England from time to time. Where we charge you interest this shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement; or
- (c) terminate the Contract to sell you the Machine immediately in accordance with Condition 11 by giving you written notice.

5. Part-Exchange

5.1 You must notify us in advance if you have a Machine you wish to part-exchange ("**Part-Exchange Machine**") and provide us with any information regarding the Part-Exchange Machine which we may reasonably request, and bring the

Part-Exchange Machine to a depot agreed by us at a time which is convenient to us in order for us to examine it.

5.2 If we agree to consider your Part-Exchange Machine, we will examine it at a pre-agreed time and provide you with a valuation. We are not obliged to provide a part-exchange option when selling the Machine and our decision to examine and value a Part-Exchange Machine, including the valuation we give, is solely at our discretion.

5.3 If we are willing to accept a Part-Exchange Machine as part of the Price we will provide you with a valuation for the Part-Exchange Machine ("**Part-Exchange Valuation**").

5.4 If the Part-Exchange Machine is the subject of a hire purchase agreement, leasing agreement or equivalent and there are outstanding amounts to be paid under this, we may decide to accept your Part-Exchange Machine and pay the outstanding amount but reduce the Part-Exchange Valuation by the amount still outstanding on the Part-Exchange Machine.

5.5 You have no obligation to accept any Part-Exchange Valuation and can change your mind about a part-exchange at any point until you deliver the Part-Exchange Machine to us and collect the Machine as long as you notify us of your decision.

5.6 Where you wish to accept the Part-Exchange Valuation we have provided and wish to continue with the part-exchange you must notify us in writing and at that point we will recalculate the Price to take into account the Part-Exchange Valuation in exchange for you transferring the Part-Exchange Machine and ownership of the Part-Exchange Machine to us.

5.7 Unless you have notified us that you will not be part-exchanging the Part-Exchange Machine, you will not be able to collect the Machine until you have delivered the Part-Exchange Machine to us and we have confirmed that it is in the same condition as it was when we provided the Part-Exchange Valuation.

5.8 For the avoidance of doubt we are entitled to reject a Part-Exchange Machine which is delivered to us for any reason, including but not limited to circumstances where:

- (a) the condition of the Part-Exchange Machine has changed since we provided the Part-Exchange Valuation;
- (b) there is a discrepancy in the recorded hours of the Part-Exchange Machine;
- (c) the Part-Exchange Machine has been subject to a total loss claim;
- (d) any other issue is identified by a HPI check or equivalent Machine history check on the Part-Exchange Machine;
- (e) the Part-Exchange Machine is not your property to dispose of or you do not have the right to sell it; or
- (f) the registration documentation (if applicable) for the Part-Exchange Machine is missing, incomplete or is not in your name.

5.9 In the event that we reject a Part-Exchange Machine in accordance with Condition 5.8 above we are entitled at our option to:

- (a) reject the Part-Exchange Machine entirely and require payment of the Price by another means; or
- (b) provide a new Part-Exchange Valuation in relation to the Part-Exchange Machine.

5.10 When delivering a Part-Exchange Machine to us you must provide:

- (a) all sets of keys to the Part-Exchange Machine; and
- (b) the registration documentation (if applicable) and any associated documentation for the Part-Exchange Machine;

6. Delivery and Collection

6.1 Unless otherwise specified in the Order, we will contact you once the Machine is ready for collection from the depot agreed by you and us in the Order. If we have agreed that we will deliver the Machine to you, we will deliver the Machine to you at the location agreed by you and us and set out in the Order.

6.2 Collection of the Machine and acceptance by you (or, where applicable delivery of the Machine to

you and acceptance by you) shall be completed once you have signed our pro-forma handover note, or other such written confirmation as we may require from time to time, and we have received payment of the Price and any Additional Costs in cleared funds, including (where applicable) delivery of any Part-Exchange Machine we have agreed to accept as part payment of the Price in accordance with Condition 5, to confirm your acceptance of the Machine.

6.3 Subject to any finance agreement that you may have in place, ownership of the Machine and the right to collect it will pass to you once we have received payment of the Price and any Additional Costs in cleared funds and have accepted delivery of any Part-Exchange Machine we have agreed to accept as part payment of the Price. We own the Machine until payment of the Price has been made in full.

6.4 If you have notified us in writing or we have agreed in the Order that you need to collect the Machine by a specific date and we do not have the Machine ready for collection (or delivery) on that date, you can give us a new deadline to have the Machine ready, which must be reasonable, or you can cancel your Order and we will refund you any part of the Price which you have already paid. If you give us a new deadline and we do not meet this you can cancel your Order and we will refund you any part of the Price which you have already paid.

6.5 If you fail to collect the Machine within 14 days of us notifying you that it is ready for collection or, where applicable, fail to take delivery of the Machine or fail to give us adequate delivery instructions within 14 days of us notifying you that the Machine is ready for delivery, then we reserve the right to charge you a reasonable fee for the storage and the insurance of the Machine until you collect it.

6.6 If you do not collect the Machine within 7 days of us notifying you that it is ready for collection or, where applicable, fail to take delivery of the Machine or fail to give us adequate delivery instructions within 7 days of us notifying you that the Machine is ready for delivery, then we shall be entitled to terminate our Contract with you in accordance with Condition 11.1 by giving you 2 days written notice of our intention to do so.

7. Your obligations

7.1 By entering the Contract with us you agree that you will co-operate with us and provide us with any information we may request in order to perform our obligations under the Contract, including but not limited to any insurance information we may require in order to register the Machine.

8. The Machine

8.1 Other than where you are ordering a new Machine whereby you will be the first registered owner, you hereby acknowledge that the Machine may previously have been used as a lease or rental Machine or have had multiple users. It may also have been imported from another country. We will provide you with any information about the Machine on request so if you have any questions about the previous use of the Machine or have specific requirements we advise you to discuss these with us before placing your Order.

8.2 The images of the Machine on our Site are for illustrative purposes only. Although we have made every effort to display the Machine accurately, we cannot guarantee that your computer's display accurately reflects the appearance of the Machine.

8.3 Where you are purchasing a Machine and you will be the first registered owner, the Machine is provided with the manufacturer's guarantee applicable at that time. We do not offer any warranty or guarantee other than as stated in the Terms or implied by law.

9. Your rights of cancellation, return and refund

9.1 You can cancel your Contract with us at any point before you collect the Machine by contacting us as set out in Condition 1.3. If you are not a consumer, you can only cancel your Contract with our written consent.

9.2 Where you decide to cancel the Contract we will refund you any part of the Price other than the Deposit which you have already paid using the payment method used by you to pay.

9.3 If you are a consumer, you also have legal rights in relation to a Machine that is faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. After you have purchased the Machine, your legal rights entitle you to the following:

- (a) up to 30 days after you collect the Machine: if it is faulty or not as described you can get an immediate refund or request that the Machine is repaired or replaced;
- (b) 30 days following collection of the Machine and up to 6 months thereafter: if it is faulty or not as described and we are unable to repair or replace the Machine then you will be entitled to a refund or Price reduction in most cases;
- (c) 6 months following collection of the Machine and up to 6 years thereafter: if the Machine has not lasted a reasonable length of time you may be entitled to a partial refund provided that the Machine has been used reasonably, maintained appropriately and has not been the subject of any significant alterations or damage.

9.4 If you wish to exercise your legal rights under Condition 9.3 you should contact us in the ways set out in Condition 1.3 and, where requested by us, must return the Machine to us at the depot which you collected it from at your own cost.

9.5 If you exercise your legal right to reject the Machine and ask for a refund we will:

- (a) refund you the Price you paid for the Machine. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Machine; and
- (b) make any refund due to you as soon as possible and in any event within 14 days after the day on which you return the Machine to us.

9.6 For the avoidance of doubt, if you are not a consumer, the rights and remedies set out in Conditions 9.3, 9.4 and 9.5 do not apply to you, and your rights and remedies are as set out in Condition 10.

10. Our liability to you

10.1 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples).

IF YOU ARE A CONSUMER

10.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

10.3 We only supply the Machine for domestic and private use. You agree not to use the Machine for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

IF YOU ARE A BUSINESS

10.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we make no warranty as to the fitness of the Machine for any particular purpose even if that purpose is stated in your Order. This exclusion includes recommendations or advice from us to you relating to

a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Machine is intended.

10.5 We shall not be liable for a breach of warranty in accordance with Condition 8.3 unless:

(a) you give written notice of the defect to us and if, where we are responsible for delivery, the defect is as a result of damage in transit gives written notice to us within 48 hours of receipt specifying the details of the defect and when it was delivered. In the event of a defect which is not apparent on delivery you shall inform us in writing of such defect within 48 hours of discovery of the defect; and

(b) we are given a reasonable opportunity after receiving the notice to examine the Machine and you comply with any request from us to return the Machine to our place of business at your cost for examination to take place there. The reasonable cost of carriage of the returned Machine incurred by you will be reimbursed by us if the Machine is found to be in breach of the warranties set out in Condition 8.3.

10.6 We shall not be liable for breach of warranty under Condition 8.3 if:

(a) you make any further use of the Machine after giving notice under Condition 10.5(a); or

(b) the defect arises because you have failed to follow our or the manufacturer's instructions (whether oral or in writing) as to the storage, proper use and maintenance of the Machine or (if there are none) good trade practice; or

(c) you alter or repair the Machine.

10.7 Where any valid claim in respect of the Machine is made by you, we shall be entitled at our option to:

(a) replace or repair the Machine where found not to conform to warranty at our cost; or

(b) at our sole discretion, refund to you the Price (or a proportionate part of the Price) of the Machine found not to conform to warranty, and subject to Condition 10.1, we shall have no further liability to you.

10.8 Subject to Condition 10.1, our liability in connection with the sale and supply of the Machine shall be as follows:

(a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;

(b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and

(c) in respect of all other types of direct loss (whether in contract, tort or otherwise) our total aggregate liability under the Contract shall not exceed the total Price of the Machine.

10.9 Subject to Condition 10.1, we shall have no liability under these Conditions or otherwise if the Machine has not been paid for by the Due Date.

10.10 Any claim by you under this Condition 10 in respect of any Machine shall not entitle you to withhold or delay payment in respect of any other Machine in respect of which no such claim has been made whether or not that Machine forms part of the same consignment.

11. Termination and Consequences

11.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:

(a) commit a material breach of any of the Terms, which shall include non-payment of the Price or any Additional Costs, failure to collect the Machine within 7 days of us notifying you that it is ready for collection, and (if such breach is remediable), fail to remedy the breach within such time period deemed appropriate by us at the time, of being notified in writing; or

(b) are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order.

11.2 Upon termination of the Contract for any reason:

(a) if you have made full payment for the Machine we may deliver it to you or refund you the Price and any Additional Costs at our discretion; or

(b) if you have not made full payment we may take possession of the Machine and refund you any part of the Price other than the Deposit which you have

paid less our reasonable administrative costs or require immediate payment of the remaining balance of the Price at our discretion;

the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3 For the avoidance of doubt, where we take possession of the Machine as a result of our termination of the Contract or where you cancel the Contract we may display the Machine for sale on our Site or in a depot and use it in any demonstration or test-drive, and sell the Machine to another customer.

12. Dispute Resolution

12.1 If you have any complaints, you can contact us by telephoning our Customer Services team at 0114 232 9800 or by e-mailing us at contactus@tch.co.uk.

12.2 Alternative dispute resolution ("ADR") is a process by which an independent will consider the facts of a dispute and seek to resolve them without the need for a court.

13. Data Protection

13.1 We will collect your personal data as part of our Contract with you. We only use your personal data in accordance with the [Privacy Policy](#) available on our Site. Please ensure you read the [Privacy Policy](#) as it includes important terms which will apply to you.

14. Events outside of our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any event or event which is beyond our reasonable control ("Event Outside Our Control").

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects your collection of the Machine, we will arrange a new collection date with you after the Event Outside Our Control is over.

14.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund any part of the Price which you have already paid.

15. Our right to vary these Terms

15.1 We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.

15.2 We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.

15.3 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

16. Other important terms

16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 Where we refer to "in writing" in these Terms, this includes email.

16.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.4 This Contract is between you and us. No other person shall have any rights to enforce any of its

terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.5 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.

16.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of a Machine and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.0 Livelink – Your JCB machine may be installed with an active LiveLink Telematics system ("the System") which collects and records data from the machine. The System is operated by Microlise Limited and data collected by the System may be viewed and used by you at your discretion ("the Service") through the website JCBLL.com ("the Site"). More information on the Service can be found at www.jcb.com/livelink. By using the Service through the Site you agree to be bound by the terms and conditions of use of the Site and the privacy policy regarding use of the data collected through the Service and Site, copies of which can be found at the Site.